



DEPARTMENT OF THE NAVY
BUREAU OF NAVAL PERSONNEL
5720 INTEGRITY DRIVE
MILLINGTON TN 38055-0000

5720
PERS 00J6/20180679
September 27, 2018

Ms. Tracy M. Nolan
Lynch, Daskal, Emery LLP
137 W. 25th Street
Floor 5
New York, NY 10001

Dear Ms. Nolan:

SUBJECT: YOUR FREEDOM OF INFORMATION ACT (FOIA) REQUEST

This is in response to your Freedom of Information Act (FOIA) request of September 20, 2018. You seek releasable U.S. Navy Official Military Personnel File (OMPF) information pertaining to James G. Rohan III. Your request was received in this office on September 27, 2018, has been assigned FOIA correspondence file number CNPC20180679 by this command.

A releasable copy of responsive information is enclosed. The redacted portions of the released documentation are exempt from disclosure under FOIA exemption 6 [5 U.S.C. § 552(b)(6)]. Release of such information would be a clearly unwarranted invasion of the personal privacy of James G. Rohan III and other identified individuals.

Because your request is partially denied by this command, you are advised of your right to appeal this determination in writing to the Office of the Judge Advocate General, OJAG Code 14, 1322 Patterson Avenue SE Suite 3000, Washington Navy Yard, DC 20374-5066.

If an appeal is deemed necessary, it must be received in that office within 90 calendar days from the date of this letter, in order to be considered. To expedite an appeal, you should enclose a copy of this letter and a copy of the original request along with a statement regarding why your appeal should be granted. The letter of appeal and the envelope should bear the notation, "FOIA/PA APPEAL."

I am the official responsible for the partial denial of your request. Should you wish to discuss the processing of your request, you may contact the undersigned at (901) 874-3165. You may also contact the DON FOIA Public Liaison, Christopher Julka, at Christopher.a.julka@navy.mil or (703) 697-0031.

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You may also contact the Office of Government Information Services (OGIS) as they provide a voluntary mediation process for resolving disputes between persons making FOIA requests and the Department of the Navy (DON). For more information, please go to:

<https://www.archives.gov/ogis/about-ogis/contact-information>.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. P. German', with a stylized flourish extending to the right.

D. P. GERMAN

FOIA/PA Officer

By direction

**ANY ALTERATIONS IN SHADED AREAS
RENDER FORM VOID**

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ENLISTMENT/REENLISTMENT DOCUMENT ARMED FORCES OF THE UNITED STATES

PRIVACY ACT STATEMENT

AUTHORITY: 5 U.S.C. 3331; 10 U.S.C. 113, 136, 502, 504, 505, 506, 507, 508, 509, 510, 513, 515, 516, 518, 519, 972, 978, 2107, 2107a, 3253, 3258, 3262, 5540, 8252, 8253, 8257, 8258, 12102, 12103, 12104, 12105, 12106, 12107, 12108, 12301, 12302, 12304, 12305, 12405; 14 USC 351, 632; 32 U.S.C. 301, 302, 303, 304; and Executive Order 9397, November 1943 (SSN).

PRINCIPAL PURPOSE(S): To record enlistment or reenlistment into the U.S. Armed Forces. This information becomes a part of the subject's military personnel records which are used to document promotion, reassignment, training, medical support, and other personnel management actions. The purpose of soliciting the SSN is for positive identification.

ROUTINE USE(S): This form becomes a part of the Service's Enlisted Master File and Field Personnel File. All uses of the form are internal to the relevant Service.

DISCLOSURE: Voluntary; however, failure to furnish personal identification information may negate the enlistment/reenlistment application.

A. ENLISTEE/REENLISTEE IDENTIFICATION DATA

1. NAME (Last, First, Middle) ROHAN JAMES GERARD III		2. SOCIAL SECURITY NUMBER (b)(6)	
3. HOME OF RECORD (Street, City, County, State, Country, ZIP Code) (b)(6) (b)(6) PA, (b)(6)		4. PLACE OF ENLISTMENT/REENLISTMENT (Mil. Installation, City, State) A06 MECHANICSBURG, PA 17055-4843	
5. DATE OF ENLISTMENT/ REENLISTMENT (YYYYMMDD) 20100513	6. DATE OF BIRTH (YYYYMMDD) (b)(6)	7. PREV MIL SVC UPON ENL/REENLIST	YEARS MONTHS DAYS
		a. TOTAL ACTIVE MILITARY SERVICE	
		b. TOTAL INACTIVE MILITARY SERVICE	

B. AGREEMENTS

8. I am enlisting/reenlisting in the United States (list branch of service) NAVAL RESERVE
this date for 8 years and 0 weeks beginning in pay grade E-1 of which
0 years and 0 weeks is considered an Active Duty Obligation, and 8 years and
0 weeks will be served in the Reserve Component of the Service in which I have enlisted. If this is an initial
enlistment, I must serve a total of eight (8) years, unless I am sooner discharged or otherwise extended by the appropriate
authority. This eight year service requirement is called the Military Service Obligation. The additional details of my enlistment/
reenlistment are in Section C and Annex(es) (list name of Annex(es) and describe)-

A

a. FOR ENLISTMENT IN A DELAYED ENTRY/ENLISTMENT PROGRAM (DEP):

I understand that I am joining the DEP. I understand that by joining the DEP I am enlisting in the Ready Reserve component of the
United States (list branch of service) _____ for a period not to exceed
365 days, unless this period of time is otherwise extended by the Secretary concerned. While in the DEP, I understand that I am in
a nonpay status and that I am not entitled to any benefits or privileges as a member of the Ready Reserve, to include, but not
limited to medical care, liability insurance, death benefits, education benefits, or disability retired pay if I incur a physical disability. I
understand that the period of time while I am in the DEP is NOT creditable for pay purposes upon entry into a pay status. However,
I also understand that the period of time while I am in the DEP is counted toward fulfillment of my military service obligation
described in paragraph 10, below. While in the DEP, I understand that I must maintain my current qualifications and keep my
recruiter informed of any changes in my physical or dependency status, qualifications, and mailing address. I understand that I
WILL be ordered to active duty unless I report to the place shown in item 4 above by (list date (YYYYMMDD)) _____
for enlistment in the Regular component of the United States (list branch of service) _____

for not less than _____ years and _____ weeks.

b. REMARKS: (if none, so state.) NONE

**c. The agreements in this section and attached annex(es) are all the promises made to me by the Government. ANYTHING ELSE
ANYONE HAS PROMISED ME IS NOT VALID AND WILL NOT BE HONORED.**

(Initials of Enlistee/Reenlistee) Biometrically Signed

(Continued on Page 2)

C. PARTIAL STATEMENT OF EXISTING UNITED STATES LAWS

9. FOR ALL ENLISTEES OR REENLISTEES:

I understand that many laws, regulations, and military customs will govern my conduct and require me to do things under this agreement that a civilian does not have to do. I also understand that various laws, some of which are listed in this agreement, directly affect this enlistment/reenlistment agreement. Some examples of how existing laws may affect this agreement are explained in paragraphs 10 and 11. I understand that I cannot change these laws but that Congress may change these laws, or pass new laws, at any time that may affect this agreement, and that I will be subject to those laws and any changes they make to this agreement. I further understand that:

a. My enlistment/reenlistment agreement is more than an employment agreement. It effects a change in status from civilian to military member of the Armed Forces. As a member of the Armed Forces of the United States, I will be:

(1) Required to obey all lawful orders and perform all assigned duties.

(2) Subject to separation during or at the end of my enlistment. If my behavior fails to meet acceptable military standards, I may be discharged and given a certificate for less than honorable service, which may hurt my future job opportunities and my claim for veteran's benefits.

(3) Subject to the military justice system, which means, among other things, that I may be tried by military courts-martial.

(4) Required upon order to serve in combat or other hazardous situations.

(5) Entitled to receive pay, allowances, and other benefits as provided by law and regulation.

b. Laws and regulations that govern military personnel may change without notice to me. Such changes may affect my status, pay, allowances, benefits, and responsibilities as a member of the Armed Forces REGARDLESS of the provisions of this enlistment/reenlistment document.

10. MILITARY SERVICE OBLIGATION, SERVICE ON ACTIVE DUTY AND STOP-LOSS FOR ALL MEMBERS OF THE ACTIVE AND RESERVE COMPONENTS, INCLUDING THE NATIONAL GUARD.

a. **FOR ALL ENLISTEES:** If this is my initial enlistment, I must serve a total of eight (8) years, unless I am sooner discharged or otherwise extended by the appropriate authority. This eight year service requirement is called the Military Service Obligation. Any part of that service not served on active duty must be served in the Reserve Component of the service in which I have enlisted. If this is a reenlistment, I must serve the number of years specified in this agreement, unless I am sooner discharged or otherwise extended by the appropriate authority. Some laws that affect when I may be ordered to serve on active duty, the length of my service on active duty, and the length of my service in the Reserve Component, even beyond the eight years of my Military Service Obligation, are discussed in the following paragraphs.

b. I understand that I can be ordered to active duty at any time while I am a member of the DEP. In a time of war, my enlistment may be extended without my consent for the duration of the war and for six months after its end (10 U.S.C. 506, 12103(c)).

c. As a member of a Reserve Component of an Armed Force, in time of war or of national emergency declared by the Congress, I may, without my consent, be ordered to serve on active duty, for the entire period of the war or emergency and for six (6) months after its end (10 U.S.C. 12301(a)). My enlistment may be extended during this period without my consent (10 U.S.C. 12103(c)).

d. As a member of the Ready Reserve (to include Delayed Entry Program), in time of national emergency declared by the President, I may, without my consent, be ordered to serve on active duty, and my military service may be extended without my consent, for not more than 24 consecutive months (10 U.S.C. 12302). My enlistment may be extended during this period without my consent (see paragraph 10g).

e. As a member of the Ready Reserve, I may, at any time and without my consent, be ordered to active duty to complete a total of 24 months of active duty, and my enlistment may be extended so I can complete the total of 24 months of active duty, if:

(1) I am not assigned to, or participating unsatisfactorily in, a unit of the Ready Reserve; and

(2) I have not met my Reserve obligation; and

(3) I have not served on active duty for a total of 24 months (10 U.S.C. 12303).

f. As a member of the Selected Reserve or as a member of the Individual Ready Reserve mobilization category, when the President determines that it is necessary to augment the active forces for any operational mission or for certain emergencies, I may, without my consent, be ordered to active duty for not more than 365 days (10 U.S.C. 12304). My enlistment may be extended during this period without my consent (see paragraph 10g).

g. During any period members of a Reserve component are serving on active duty pursuant to an order to active duty under authority of 10 U.S.C. 12301, 12302, or 12304, the President may suspend any provision of law relating to my promotion, retirement, or separation from the Armed Forces if he or his designee determines I am essential to the national security of the United States. Such an action may result in an extension, without my consent, of the length of service specified in this agreement. Such an extension is often called a "stop-loss" extension (10 U.S.C. 12305).

h. I may, without my consent, be ordered to perform additional active duty training for not more than 45 days if I have not fulfilled my military service obligation and fail in any year to perform the required training duty satisfactorily. If the failure occurs during the last year of my required membership in the Ready Reserves, my enlistment may be extended until I perform that additional duty, but not for more than six months (10 U.S.C. 10148).

11. FOR ENLISTEES/REENLISTEES IN THE NAVY, MARINE CORPS, OR COAST GUARD: I understand that if I am serving on a naval vessel in foreign waters, and my enlistment expires, I will be returned to the United States for discharge as soon as possible consistent with my desires. However, if essential to the public interest, I understand that I may be retained on active duty until the vessel returns to the United States. If I am retained under these circumstances, I understand I will be discharged not later than 30 days after my return to the United States; and, that except in time of war, I will be entitled to an increase in basic pay of 25 percent from the date my enlistment expires to the date of my discharge.

12. FOR ALL MALE APPLICANTS: Completion of this form constitutes registration with the Selective Service System in accordance with the Military Selective Service Act. Incident thereto the Department of Defense may transmit my name, permanent address, military address, Social Security Number, and birthdate to the Selective Service System for recording as evidence of the registration.

(Initials of Enlistee/Reenlistee) Biometrically Signed

NAME OF ENLISTEE/REENLISTEE (Last, First, Middle)	SOCIAL SECURITY NO. OF ENLISTEE/REENLISTEE
ROHAN JAMES GERARD III	(b)(6)

D. CERTIFICATION AND ACCEPTANCE

13a. My acceptance for enlistment is based on the information I have given in my application for enlistment. If any of that information is false or incorrect, this enlistment may be voided or terminated administratively by the Government or I may be tried by a Federal, civilian, or military court and, if found guilty, may be punished.

I certify that I have carefully read this document, including the partial statement of existing United States laws in Section C and how they may affect this agreement. Any questions I had were explained to my satisfaction. I fully understand that only those agreements in Section B and Section C of this document or recorded on the attached annex(es) will be honored. I also understand that any other promises or guarantees made to me by anyone that are not set forth in Section B or the attached annex(es) are not effective and will not be honored.

b. SIGNATURE OF ENLISTEE/REENLISTEE	(b)(6)	c. DATE SIGNED (YYYYMMDD)
Biometrically Signed		20100513 15:52:25

14. SERVICE REPRESENTATIVE CERTIFICATION

a. On behalf of the United States (list branch of service) NAVY

I accept this applicant for enlistment. I have witnessed the signature in item 13b to this document. I certify that I have explained that only those agreements in Section B of this form and in the attached Annex(es) will be honored, and any other promises made by any person are not effective and will not be honored.

b. NAME (Last, First, Middle)	c. PAY GRADE	d. UNIT/COMMAND NAME
(b)(6)	E-7	US NAVY REC COMMAND
e. SIGNATURE	f. DATE SIGNED (YYYYMMDD)	g. UNIT/COMMAND ADDRESS (City, State, ZIP Code)
Biometrically Signed	20100513 15:52:25 IL	GREAT LAKES

E. CONFIRMATION OF ENLISTMENT OR REENLISTMENT

15. IN THE ARMED FORCES EXCEPT THE NATIONAL GUARD (ARMY OR AIR):

I, JAMES GERARD ROHAN III, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; and that I will obey the orders of the President of the United States and the orders of the officers appointed over me, according to regulations and the Uniform Code of Military Justice. So help me God.

16. IN THE NATIONAL GUARD (ARMY OR AIR):

I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the State of _____ against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; and that I will obey the orders of the President of the United States and the Governor of _____ and the orders of the officers appointed over me, according to law and regulations. So help me God.

17. IN THE NATIONAL GUARD (ARMY OR AIR):

I do hereby acknowledge to have voluntarily enlisted/reenlisted this _____ day of _____, in the _____ National Guard and as a Reserve of the United States (list branch of service) _____ with membership in the _____ National Guard of the United States for a period of _____ years, _____ months, _____ days, under the conditions prescribed by law, unless sooner discharged by proper authority.

18a. SIGNATURE OF ENLISTEE/REENLISTEE	(b)(6)	b. DATE SIGNED (YYYYMMDD)
Biometrically Signed		20100513 16:47:43

19. ENLISTMENT/REENLISTMENT OFFICER CERTIFICATION

a. The above oath was administered, subscribed, and duly sworn to (or affirmed) before me this date.

b. NAME (Last, First, Middle)	c. PAY GRADE	d. UNIT/COMMAND NAME
(b)(6)	O-4	HARRISBURG MEPS
e. SIGNATURE	f. DATE SIGNED (YYYYMMDD)	g. UNIT/COMMAND ADDRESS (City, State, ZIP Code)
Biometrically Signed	20100513 16:47:43	MECHANICSBURG PA 17055-4843

(Initials of Enlistee/Reenlistee) Biometrically Signed

**New Accession Training (NAT) Program
Enlistment Guarantee**

ROHAN, JAMES GERARD III

(b)(6)

NAME (Last, First, Middle, Jr., etc.)

SSN

1. **ACKNOWLEDGEMENT:** In connection with my enlistment into the U. S. Navy Reserve I hereby acknowledge that:

a. I am enlisting into the U. S. Navy Reserve for a period of eight years, six of which will be in an active drilling status as a Selected Reservist and the remaining two years in the non-drilling Individual Ready Reserve (IRR).

b. I am enlisting with the following guarantees and understanding:

Upon enlistment, I will be enlisted under the provisions of COMNAVCRUITCOMINST 1130.8 with the option or options as indicated below:

- | | |
|------------|--|
| Option (1) | NEW ACCESSION TRAINING MASTER-AT-ARMS (NATMA) CLASS "A" SCHOOL GUARANTEE |
| Option (2) | ASSIGNMENT TO NOSC LEHIGH VALLEY, PA UIC: 61880 |
| Option (3) | ENLISTMENT BONUS \$20,000 PAID UPON RETURN TO NOSC |
| Option (4) | N/A |

2. I understand that I must be fully qualified at all times throughout my obligated service for all security, professional, military, physical, psychological and academic requirements of the options guaranteed in section 1b and that my eligibility will be rechecked during recruit training and periodically throughout my enlistment.

3. The Navy Reserve will order me to Recruit Training, Class "A" and Class "C" Schools (if necessary) listed in section 1b above, and the Reserve Unit listed in Section 1b above under Initial Active Duty for Training (IADT) orders. I understand I will be required to report to my assigned Navy Reserve Activity within three working days upon completion of my IADT orders. If, during the periodic reviews of my eligibility, I am found no longer eligible for the options listed in Section 1b because of information I provided in my enlistment application; because of a physical or psychological disqualifications; or because of some reason that is not due to my fault, negligence or conduct, I may choose one of the following options;

a. Agree to request enlistment into the Regular Navy for a minimum period of two years active duty with no guarantees of duty assignment or accession. I understand that if I elect this option that I am subject to worldwide assignability.

b. Elect entry-level separation from the Navy Reserve.

c. In any event, the Navy Reserve may, at its option, choose to discharge me.

4. If I have enlisted in one of the following rates I must meet the following requirements:

- ☐ HM 8404 - Attend Class "C" school immediately following the successful completion of Class "A" school.
- ☐ RP 2401 - Attend Class "C" school immediately following the successful completion of Class "A" school.
- ☐ IS - Attend Class "C" school for up to 15 weeks upon successful completion of Class "A" school.

5. If I am not enrolled in the training guarantee specified in section 1b above because of some reason that is due to my fault, negligence, or conduct, or if I am discharged from it for any reason not specified in paragraph 3, then I lose all guarantees and I am subject to separation from the Navy Reserve.

6. I must maintain satisfactory drill participation and Annual Training requirements as outlined in the NAT Statement of Understanding. Should I fail to do so, I will be processed for Administrative Separation and/or placed in the IRR due to Unsatisfactory Performance, not recommended for re-affiliation/reenlistment.

7. I certify that I have read and received a copy of the Classifier rating/program fact sheet for the Rating or Program(s) for which I am enlisting, and the Statements of Understanding required for Options 1,2,3 (b)(6) enlisting for and

(b)(6)

tials)

5/13/10

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PRIVACY ACT

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ROHAN JAMES GERARD III

RECORD NUM	MOS	DUTY	SS	ACTY	LOC	AUIC	DTREC	DTTRF
1	2	STU	1	STU CRUIT TRA COMD G LAKES	IL, GREAT LAKES	30646	10/27/2010	12/01/2010